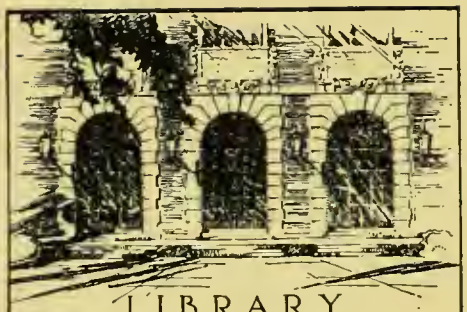

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INSTITUTE OF LABOR AND INDUSTRIAL RELATIONS

BULLETIN

Plant-Protection Employees Under Current Federal Labor Legislation

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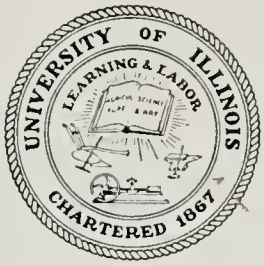

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PLANT-PROTECTION EMPLOYEES UNDER CURRENT FEDERAL LABOR LEGISLATION

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On May 19, 1947 the Supreme Court of the United States held that the provisions of the National Labor Relations Act (Wagner Act) are applicable to the collective bargaining activities of plant-protection employees.[1] Two decisions previously handed down by Circuit Courts of Appeals were reversed by the action of the high Court. The decisions of the Court served to focus the attention of Congress on the status of plant guards under the National Labor Relations Act. A provision in the original House version of what became the Labor Management Relations Act, 1947 (Taft-Hartley bill), would have prohibited the certification of bargaining units composed of plant-protection employees. This provision initially attracted little attention. The Senate did not at first recommend such a measure, and there is reason to believe that Congress would not have included this provision in the final draft of the Taft-Hartley bill had not the Supreme Court decisions of May 19 highlighted the issue.[2]

The Supreme Court decisions were announced while a joint congressional committee was considering the Taft-Hartley bill and directed immediate attention to the status of plant-protection employees. When the conference committee returned the bill to Congress, a provision was included which would prevent the full application of the National Labor Relations Act to plant-protection employees. Under terms of the new measure, unions composed of plant-protection employees which are affiliated with production workers' organizations may not be certified as lawful bargaining agents.[3] The Labor Management Relations Act, 1947, also prohibits the National Labor Relations Board from designating as appropriate a single bargaining unit including both plant guards and rank-and-file workers. Since the Board has consistently refused in the past to group production workers and plant-protection employees in the same bargaining unit, this provision of the new act is of relatively minor importance. On the other hand, the Board has fre-

quently awarded certifications to unions representing units composed solely of plant guards, even though these unions are affiliated with production workers' labor organizations. Even though these limitations were placed on the organizational activities of plant-protection employees, this group of workers was less affected than foremen. The Taft-Hartley measure strips supervisors of all the benefits of the National Labor Relations Act.

Congress subsequently overrode the President's veto of the Taft-Hartley bill, and the measure became law on June 23, 1947. Under the terms of the new law, amendments to the National Labor Relations Act do not take effect until sixty days after June 23, 1947. Until that date it appears that the N.L.R.B. may still certify a plant guards' union even though it is affiliated with a rank-and-file labor organization. In addition, certification of a plant guards' union associated with a production workers' union, made prior to the effective date of the new law, is not invalidated until one year after the date of the certification.

Are Plant Guards "Employees"?

The chief purpose of this bulletin is to present an analysis of the status of plant-protection employees under the original and amended National Labor Relations Act. The fundamental issue is: Are these workers to be treated as "employees" within the meaning of the original and amended Act? To analyze this problem, particular attention must be directed to decisions of the National Labor Relations Board, to court rulings, and to action taken by the Congress.

Modern industrial plants ordinarily employ a plant-protection force. The duties of plant guards include inspecting persons, packages, and vehicles, checking passes and identification cards, carrying money and other valuables from one part of a plant to another, and patrolling the premises of the property to detect fires, espionage, sabotage, and suspicious circumstances. With the outbreak of World War II, the number of plant-protection employees greatly increased. This increase resulted from the federal government's requirement that all employers having war-materiel contracts provide their plants with an adequate security force.

Before Pearl Harbor, plant-protection employees were under the direct supervision of the employers for whom they worked. Shortly after the United States entered World War II, however, the government directed that plant-protection employees of employers holding war-production contracts be enrolled as civilian auxiliaries to the military police. Authority for the induction of the civilian guards into the auxiliaries sprang from an Executive Order which authorized and directed "the Secretary of War . . . to establish and maintain military guards and patrols . . . "[4] On the basis of this Order, the War Department issued a directive which provided for the organization, training, and discipline of civilian militarized guards.[5]

These guards were required to enter into signed agreements with the United States which stipulated that they would faithfully discharge their duties. Under this arrangement, the security employees agreed to obey the orders of the President of the United States and of his duly authorized officers, subjected themselves to the Articles of War, and thereby placed themselves under military law. Finally, before assuming the status of a militarized guard, the plant-protection employee took the customary oath given upon induction into the Army. Although security workers were not actually members of the armed forces, they apparently had a real and direct relationship to the military services.

In spite of their militarized status, plant-protection employees, like the production workers, found that grievances arose out of their conditions of work. To adjust such complaints, some guards sought to organize and to bargain collectively under the protection of the National Labor Relations Act. Some employers, however, contended that the plant guards had no standing under the terms of the Act. They maintained that the guards were not employees within the meaning of the Act. It was further alleged that if plant guards were unionized, they could not render their full loyalty to management and thus could not faithfully execute management's orders. According to this argument, security workers subject to union discipline would place the interests of organized production workers above those of the company.[6] The N.L.R.B. was called on to reconcile this delicate and difficult problem. It is reported that "few single questions have been contested in N.L.R.B. proceedings

more often during the past . . . years than union organization of plant guards."[7] Before attention is given to the problem of whether or not militarized guards are "employees" for purposes of the National Labor Relations Act, it is first necessary to deal with the status of non-militarized security employees.

N.L.R.B. Rulings Before Militarization of Guards

Early in World War II the National Labor Relations Board ruled that non-militarized guards were employees under the terms of the National Labor Relations Act, and as such, were entitled to the protection of the Act.[8] The Board rejected the contention that plant-protection workers were a part of management and hence could not constitute an appropriate unit for the purpose of collective bargaining.

The position of the Board on the organizational activities of plant-protection employees has been consistent. In contrast, the Board's attitude toward foremen has shifted three times. Long before the *Packard Motor Car Company* case (which finally established applicability of the National Labor Relations Act to foremen), the N.L.R.B. ruled that plant-protection employees were entitled to the benefits of the Act. According to the Board, these workers performed duties which were "monitorial" rather than "supervisory." Thus, plant guards have consistently received protection under the National Labor Relations Act. Foremen, on the other hand, were required to wait until March, 1945, before the N.L.R.B. recognized them as "employees" under the Act for purposes of collective bargaining, and until March, 1947, before the Supreme Court upheld the N.L.R.B. ruling.[9]

The N.L.R.B. took note in one 1942 case that the guards involved constituted the lowest step in the company's system of plant-protection employees. The N.L.R.B. pointed out that it could find "nothing in the duties of the patrolmen . . . to warrant depriving them of the right to self-organization and collective bargaining guaranteed under the [National Labor Relations] Act."[10] Evidence revealed that these guards were under the supervision of the chief of the security force and his captain, lieutenants, and sergeants.

The Board also noted that the security employees' union in this case was separate from the one representing the production workers. Not only did this plant-protection employees' labor organization constitute a separate bargaining unit, but their union *was not* affiliated with any rank-and-file labor organization.

When a case arose in which a guards' labor organization *was* affiliated with a production workers' union, the Board continued to rule that the security employees' union constituted an appropriate unit for purposes of collective bargaining.[11] The Board, nevertheless, did classify these guards in a bargaining unit separate and distinct from the one which included production employees. This distinction was deemed necessary because of the difference in the functions and interests of the two groups. Beyond this limitation, security employees were afforded the full opportunity to choose any lawful organization as their bargaining agent. On this score, the N.L.R.B. declared that neither the company nor the Board could deny to any employee, including the plant-protection worker, his statutory right to select whatever legitimate bargaining agent he desired.

The Board did not accept the argument that security workers should be denied the protection of the National Labor Relations Act because they were bonded by a city.[12] The fact that these bonded guards carried firearms, inspected all incoming and outgoing vehicles, checked identification cards of all employees, and were required to maintain general law and order within a plant, did not place them beyond the protective scope of the National Labor Relations Act. In another case, the Board refused to exclude security employees from coverage of the Act merely because they guarded the company's property against sabotage and theft.[13] In this case, however, the Board rejected the union's request to include part-time guard sergeants in a plant-protection employees' bargaining unit. It was contended that, since the temporary sergeants had authority and duties distinct from those of the ordinary security workers, the ordinary employees might be influenced in the exercise of their collective bargaining rights by the sergeants' presence in the bargaining unit. The Board also refused to include plant guards in the same bargaining unit with production and maintenance workers.[14]

Militarization of Plant-Protection Employees

Principles established by the N.L.R.B. in 1942, for the organization of civilian plant-protection employees remained in force after the guards were inducted into Army and Navy auxiliaries. The Board ruled that, in spite of their militarized status, security workers were still "employees" under the terms of the National Labor Relations Act. As "employees," the protection of the law was available to them.[15] The armed services were responsible for the guards' training, organization, and discipline, but the Board ruled that security workers were still employees in their relations with the company. It was pointed out that employers still possessed the authority to fix the guards' compensation, to promote or demote them, and to prescribe their working conditions. Notice was taken that the military authorities reserved the right to veto the hiring and discharging of plant guards when such action by the employer might impair the efficiency of the force. But the Board still maintained that the power to employ and to dismiss remained essentially a function of management.

Over one company's objections, the Board, later in 1942, found a bargaining unit appropriate even though it contained several corporals in addition to ordinary plant-protection employees, all members of the Coast Guard Reserve.[16] Evidence presented in this case indicated that the corporals had no power to hire or to discharge and were paid on an hourly rate similar to the ordinary protection employees. The Board refused to exclude these corporals even though they "posted" the plant's guard, transmitted messages from the sergeants to the privates of the guard, and periodically inspected the guard.[17] The Board, however, continued to refuse to include militarized plant-protection employees in the same unit with production employees.[18] The N.L.R.B. also declined to include first aid employees in the same bargaining unit with militarized security workers.[19]

Sergeants Excluded from Coverage

Neither would the Board hold as appropriate a bargaining unit composed solely of guard sergeants. The Board found that these employees were part of management, and as such, were excluded

from the coverage of the National Labor Relations Act.[20] The Labor Management Relations Act, 1947, appears to implement this decision as long as the duties of plant guard sergeants are regarded as "supervisory" rather than "monitorial." As already indicated, the new labor act excludes supervisors from coverage under its terms.

The N.L.R.B. later held that a rank-and-file labor organization could represent a unit of militarized security workers.[21] This conformed with rulings involving non-militarized protection employees. The Board declared in one case that "freedom to choose a bargaining agent includes the right to select a representative which has been chosen to represent the employees of the employer in a different bargaining unit."[22] The N.L.R.B. was mindful, however, of the increased responsibilities placed upon plant-protection employees in wartime. It recommended in this case that the national union involved sharply define the authority of the production workers' bargaining unit and the security employees' bargaining unit so that the respective duties of each group of workers could be performed competently and impartially. Not only did the Board rule that the same national union could represent both production workers and militarized plant-protection employees, but the N.L.R.B. further directed that the same local union could legally represent both categories of workers.[23]

Position of Military Authorities

A short time after the N.L.R.B. decided these cases, the armed services recommended to the Board that it refrain from certifying militarized security employees' unions which were affiliated with rank-and-file labor organizations. Ranking officers of the Army and the Navy addressed a joint letter to the Chairman of the N.L.R.B. setting out the position of the armed forces. It was pointed out that militarized security employees must "perform their duties without hesitation or influence by outside organizations and without fear or expectation that their performance of duty will be subject of review by any authorities other than military authorities."[24] The letter acknowledged the right of the guards to collective bargaining, but stated that the Army and Navy believed continuation of this N.L.R.B. policy would injure the domestic security program.

In a case immediately following this declaration of the military authorities, the N.L.R.B. generally reaffirmed its former policy.[25] The Board did, however, sustain in part the viewpoint of the military authorities by refusing to classify militarized guards in the same unit with non-militarized security employees. On this point, the Board stated that it could not "regard the induction of the guards into the [military auxiliaries] as a meaningless act, since it does indicate that such persons from the nature of their oaths then owe allegiance directly to the government as well as to the corporation."[26] Beyond this concession, the Board did not grant the armed services' request. Instead, the N.L.R.B. ruled that guards who were militarized did not lose their "employee" status under the terms of the National Labor Relations Act, and consequently were entitled to choose any labor union which can be certified as a bargaining agent under the Act.[27] Shortly after this case, the War Department issued a memorandum which reconciled the Army's official position with that of the National Labor Relations Board.[28]

Plant-Protection Employees and the Courts

Despite the War Department's general approval of the Board's position on the collective bargaining activities of militarized guards, the United States Circuit Court of Appeals in Chicago held in 1945 in the *Atkins* case that the protection of the National Labor Relations Act was not available to militarized security employees.[29] Specifically, the Court held that militarized guards were not "employees" under the terms of the National Labor Relations Act, and consequently the N.L.R.B. could not direct an employer to bargain with the representatives of their organizations. The Court stated that "in our view, the relation which they sustain to the federal government is wholly incompatible with the theory that they are employees of the [company] within the meaning and purposes of the N.L.R.A."

In support of the contention that the militarized guards were employees under the terms of the National Labor Relations Act, the Board pointed out: (1) that they were paid by the company; (2) that the guards were hired by the employer and could be discharged by the corporation; (3) that the company exercised general

control over the terms and conditions of their employment. The Court rejected the Board's position, holding that the guards were under direct control of the military service and that they were hired and discharged only in conformance with the armed forces' recommendations. As for the compensation argument, the Court stated that the government actually paid the guards, though the company acted as the government's agent.

In the *Jones and Laughlin* case, the United States Circuit Court of Appeals in Cincinnati held that a bargaining unit composed of militarized plant guards was not an appropriate one within the meaning of the National Labor Relations Act.[30] In contrast with the decision in the *Atkins* case, the Court at Cincinnati held that militarized guards *were* "employees" under the terms of the National Labor Relations Act. Nonetheless, the Court declared that such employees could not constitute a proper unit for purposes of collective bargaining. Accordingly, it was held, the N.L.R.B. could not lawfully order an employer to bargain with a union representing militarized plant guards.

The fact that the nation was at war apparently prompted the Cincinnati Court's ruling. It held:

(1) That the N.L.R.B. failed to give sufficient weight to the relationship of militarized plant-protection employees to the war production program;

(2) Even though they might be treated as employees for National Labor Relations Act purposes, militarized guards could not constitute an appropriate bargaining unit;

(3) Such units were not appropriate because organized guards might hold their labor organization's interests paramount to those of the public;

(4) The N.L.R.B. failed in its duty to promote and protect the public welfare when it designated as appropriate a unit composed of militarized plant-protection employees.

Both Circuit Court decisions were later appealed by the N.L.R.B. to the Supreme Court of the United States.[31] While the cases were being appealed, however, the guards involved in the controversies were being demilitarized.[32] Accordingly, the Supreme Court remanded both cases to the lower courts for redetermination in view of the demilitarization.

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In spite of the guards' demilitarization, the Chicago Circuit Court held that plant-protection workers were still not "employees" within the meaning of the National Labor Relations Act.[33] In this, the *Atkins* case, the Court found no reason to change its previous decision merely because the plant-protection workers were demilitarized. Their status as plant-guards continued to preclude the application of the Act.

In the *Jones and Laughlin* matter, the Cincinnati Court held that plant guards, regardless of their demilitarization, might not be represented by a rank-and-file labor organization.[34] The Court did not clearly state what would be the legal status of a plant-protection employees' union which was *not* affiliated with a rank-and-file labor organization. Instead, the Cincinnati Court based its decision primarily on the fact that a single labor organization represented both plant-protection employees and production workers. This was particularly objectionable, in the Court's view, because such an arrangement resulted in divided loyalties. The Court noted that plant guards in this case were deputized by the City of Cleveland as policemen, after being demilitarized. As policemen, the Court said, the guards:

> . . . have an obligation to the community as sworn, bonded, and commissioned police officers; in case of industrial unrest and strikes on the part of the production employees, the obligations of the plant guards to the municipality and the state would be incompatible with their obligation to the Union, which since it represents production employees, authorizes and directs the strike.

Thus, both Circuit Courts of Appeals prevented the full application of the National Labor Relations Act to labor organizations composed of plant-protection employees. From these considerations it appeared that only the Supreme Court and the Congress could finally determine the extent to which plant-protection employees might expect legal protection of their right to collective bargaining.

Supreme Court Overrules Both Decisions

The Supreme Court overruled the decisions of both lower courts. The high Court, however, did not render its decisions unanimously. In both cases the minority viewpoint reflected the position of the Circuit Courts of Appeals. Since the arguments of

the lower Courts have already been presented, no attempt will be made to repeat them at this point. Plant-protection employees were demilitarized at the time the Supreme Court reviewed the cases, but the Court dealt with the applicability of the National Labor Relations Act to militarized guards rather than limiting its attention to the status of non-militarized guards. Thus, the legality of bargaining units of both categories of plant security workers was settled. The pronouncements of the Court relating to militarized guards are equally applicable to non-militarized plant-protection employees.

In the *Atkins* case, the "employee" status of the militarized guard was dealt with at great length. The high Court decided that the fact of militarization did not destroy the basic employer-employee relationship between management and the plant-protection employee. It was pointed out that management, despite the control exercised by the military authorities over the plant guards, still could determine the guards' compensation, hours of work, and other conditions of employment. Recognizing that the hiring and dismissal of these employees was subject to review by the military authorities, the Supreme Court held that power to hire and discharge remained essentially a function of the employer. In deciding that the militarized plant-protection worker was an employee for purposes of the National Labor Relations Act, the Court gave great weight to Army Service Forces Circular No. 15, dated March 17, 1943, which in part stated:

> Basically the militarization of plant guard forces has not changed the existing systems of hiring, compensation and dismissal; all remain primarily a matter between the guards and plant management. Guards in the employ of a private employer may, as heretofore, be dismissed by that employer.

Since the terms of employment involved negotiations between employers and plant guards, the Court pointed out that the individual security worker, like the single production employee, suffered from inequality of bargaining power. In the absence of collective bargaining, the terms of employment would be determined by the employer alone. Hence, according to the Supreme Court, plant-protection employees, like all workers, have a real need for collective bargaining. Neither the nature of their duties, nor their induc-

tion into the auxiliaries of the military service, reduced the validity of this consideration.

The Court refused to regard as controlling the argument that unionized plant guards, militarized or non-militarized, might be less loyal to management in the execution of their duties. Neither was much weight given to the contention that labor organizations will make demands upon unionized plant guards or force agreements from management which will decrease the loyalty and the efficiency of the guards. In this respect the Court stated that the process of collective bargaining is "capable of adjustment to accommodate the special functions of plant guards." From this statement it appears that the Court would look with disfavor upon certification of a bargaining agent which interferes with the proper execution of duties by plant guards.

In the *Jones and Laughlin* case, the high Court dealt with two major problems which were not present in the *Atkins* decision:

(1) The issue of whether a single labor union could represent both a unit of plant-protection employees and a group of production and maintenance workers;

(2) Application of the National Labor Relations Act to deputized plant-protection employees.

Plant Guards and Rank-and-File Unions

The Circuit Court based its decision in the *Jones and Laughlin* case primarily on the fact that the guards were represented by an organization which also had been recognized as the bargaining agent for production employees. The Supreme Court ruled, however, that the N.L.R.B. could properly certify a single labor union as the appropriate bargaining agent for both plant guards and production workers. As already noted, the recently enacted Labor Management Relations Act, 1947, nullifies this portion of the Supreme Court ruling. Under terms of the new law, any union of plant guards affiliated with a rank-and-file organization may not be certified by the N.L.R.B.

A controlling consideration which prompted the Supreme Court's decision on this point involved the official position of the military authorities. The War Department was apparently recon-

ciled to the fact that militarized guards could safely join and bargain through unions representing production workers without decreasing the guards' loyalty to the United States or impairing their ability to perform their military duties effectively. In the light of this consideration, the Court declared that "it is impossible to say that a civilian agency erred in failing to insist upon what the military experts found to be unnecessary."

Another factor which influenced the *Jones and Laughlin* decision was the right of all employees to select bargaining agents of their own choosing. Limitation of this right, according to the Supreme Court, might deprive the plant-protection employees of effective collective bargaining. The Court adopted the view that a union representing both plant-protection employees and production workers might be the only one willing and able to deal with the employer. It also pointed out that this union's experience and acquaintance with the employer and the plant might make it particularly qualified to bargain for the guards. On this issue, the high Court stated that to prevent security workers "from choosing a union which also represents production and maintenance employees is to make the collective bargaining right of guards distinctly second class."

Deputized Plant Guards

The second problem peculiar to the *Jones and Laughlin* case was the application of the National Labor Relations Act to deputized plant-protection employees. After the guards in this case were demilitarized, they were deputized by the police authorities of the City of Cleveland, Ohio. The Supreme Court held that these deputized employees could bargain under the protection of the National Labor Relations Act. Deputized plant-protection employees, according to the Court, bear the same fundamental relation to management as do non-deputized guards. In addition, it was pointed out that their connection with civil, police, municipal, or state authorities is not one which is necessarily inconsistent with their status as employees for the purposes of the National Labor Relations Act. Once more the Court refused to give weight to the contention that organized deputized guards might not faithfully or effectively perform their

duties and obligations to management or to the public. On this point, the majority of the Court declared that:

> If there is any danger that particular guards may not faithfully perform their obligation to the public, the remedy is to be found other than in the wholesale denial to all deputized guards of their statutory right to join unions and to choose freely their bargaining agent. The state and municipal authorities, in short, have adequate means of punishing infidelity and assuring full police protection.

In other words, deputized guards can expect no protection from the National Labor Relations Act if they fail to perform their duties effectively or faithfully. A non-deputized plant-protection employee may also be discharged or otherwise disciplined if he neglects his duties or fails to give loyal service to management.

The Labor Management Relations Act, 1947 (Taft-Hartley) makes no distinction between deputized and non-deputized plant-protection workers. Thus a union of deputized plant guards which is not affiliated with a rank-and-file labor organization may be certified by the N.L.R.B. On the other hand, if the deputized guards' union is associated with a production workers' organization, such a union may not be certified for the purpose of collective bargaining.

Conclusions

The status of plant-protection employees under federal labor legislation is settled for the present. The decisions of the Supreme Court and the N.L.R.B. establish that plant-protection employees, whether or not militarized or deputized, may form labor organizations and bargain collectively under protection of the National Labor Relations Act. These unions, however, must comply with two major qualifications: (1) Such unions may not be affiliated with a rank-and-file organization; (2) such unions may not include production workers. These limitations are set up in the new Labor Management Relations Act, 1947.

Both the Supreme Court and the N.L.R.B. have also indicated that unions bargaining for plant guards may not act as legal bargaining agents if they interfere with the proper execution of the duties of plant guards. Neither may security workers expect support from the N.L.R.B. if they fail to perform their duties in an

efficient, faithful, and loyal manner. Management may discharge or otherwise discipline an organized plant-protection employee who fails to report, for example, espionage, theft, or sabotage. Under these circumstances, the N.L.R.B. will not order his reinstatement. On the other hand, the Board may direct the reinstatement of a plant guard if he is discharged because of union activities. Nothing in the new Labor Management Relations Act, 1947, prohibits the Board from ordering the reinstatement of a plant guard discharged because of labor union activities.

Finally, it may be pointed out that the new labor law does not prohibit the execution of a collective bargaining agreement between an employer and a plant-protection employees' labor organization which is affiliated with a rank-and-file union. An employer is still free, if he chooses (but is under no legal obligation), to recognize and to bargain collectively with such a labor union.

Footnotes

1. N.L.R.B. v. Atkins & Co. Supreme Court of the United States, No. 419, May 19, 1947. N.L.R.B. v. Jones and Laughlin, Supreme Court of the United States, No. 418, May 19, 1947.
2. *Labor Relations Reporter,* Analysis, May 26, 1947, p. 13.
3. H.R. 3020 (Taft-Hartley bill) Title I, Section 9 (b) (3).
4. Executive Order Number 8972, dated December 12, 1941.
5. Specifically, the War Department directive, dated July 2, 1942, provided in part as follows: "Guard forces at all War Department plants . . . are to be organized, drilled, and instructed as a military unit, subject to the Articles of War. The guard forces will be organized as a civilian auxiliary in the Military Police in all ammunition plants and in plants where the possibility of sabotage is greatest. The guards will be instructed in the Articles of War; the Commanding Officer of the guard force will issue orders and regulations setting forth the duties and responsibilities of the guard force; each guard will be required to take the pledge of loyalty to the U.S.A."
6. See In the Matter of Phelps Dodge Copper Products Corporation, 41 N.L.R.B. 973, (1942) ; In the Matter of Frigidaire Division, General Motors Corporation, 39 N.L.R.B. 1108, (1942).
7. *Labor Relations Reporter* (Supplement), January 1, 1945, v. 15, p. 4.
8. In the Matter of Yellow Truck and Coach Manufacturing Company, 39 N.L.R.B. 14, (1942).
9. In the Matter of Packard Motor Car Company, 61 N.L.R.B. 4, (1945). Packard Motor Car Company v. N.L.R.B. No. 658 United States Supreme Court, March 10, 1947.
10. In the Matter of Yellow Truck and Coach Manufacturing Company, *supra,* p. 18.
11. In the Matter of Phelps Dodge Copper Products Corporation, *supra.* See In the Matter of Jones and Laughlin Steel Corporation, 66 N.L.R.B. No. 51, (1946) in which the Board similarly ruled that a rank-and-file labor union could represent a bargaining unit composed of foremen.
12. In the Matter of American Brass Company, 41 N.L.R.B. 783, (1942).
13. In the Matter of Bohn Aluminum & Brass Company, 41 N.L.R.B. 1012, (1942).
14. In the Matter of Automatic Products Company, 40 N.L.R.B. 941, (1942).
15. In the Matter of Chrysler Corporation, 44 N.L.R.B. 881, (1942).
16. In the Matter of Bethlehem Steel Corporation, 45 N.L.R.B. 92, (1942).
17. See also In the Matter of Cramp Shipbuilding Company, 46 N.L.R.B. 1186, (1943) where a similar Board ruling was rendered.
18. In the Matter of United States Electrical Motors, Inc., 45 N.L.R.B. 298, (1942).
19. In the Matter of Bethlehem Steel Corporation, 46 N.L.R.B. 794, (1943).
20. In the Matter of United States Cartridge Company, 50 N.L.R.B. 358, (1943).
21. In the Matter of E. I. DuPont DeNemours, 49 N.L.R.B. 1125, (1943). In the Matter of McCormick Works, 44 N.L.R.B. 1332, (1942).
22. In the Matter of Chrysler Corporation, *supra,* p. 886.
23. In the Matter of Foote Brothers Gear and Machine Corporation, 52 N.L.R.B. 861, (1943). See also In the Matter of Cramp Shipbuilding Company, 46 N.L.R.B. 115, (1942) in which the Board ruled that the same local union could represent a unit of production workers and a unit of foremen.

24. *Labor Relations Reporter,* August 30, 1943, v. 12, p. 940.
25. In the Matter of Dravo Corporation, 52 N.L.R.B. 322, (1943).
26. *Ibid.,* p. 327.
27. See also In the Matter of Budd Wheel Company, 52 N.L.R.B. 666, (1943).
28. *Labor Relations Reporter,* January 15, 1945, v. 15, p. 598. The memorandum stated in part as follows: "In the event that plant guards enrolled as Auxiliary Military Police desire to be represented in collective bargaining with management, they should be represented by a collective bargaining unit other than that representing the production and maintenance workers. However, in such event, each bargaining unit may be affiliated with the same trade union local, provided they are, in fact, separate bargaining units."
29. N.L.R.B. v. E. C. Atkins & Company, 147 Fed. (2d) 730, (CCA-7, 1945).
30. N.L.R.B. v. Jones and Laughlin Steel Corporation, 146 Fed. (2d) 718, (CCA-6, 1944).
31. 65 S. Ct. 1413, (1945).
32. "Unionization of Militarized Guards," *Labor Relations Reporter,* June 11, 1945, v. 16, p. 484.
33. N.L.R.B. v. E. C. Atkins, 155 Fed. (2d) 567, (CCA-7, 1946).
34. N.L.R.B. v. Jones and Laughlin Steel Corporation, 154 Fed. (2d) 932, (CCA-6, 1946).

EDITORIAL NOTE

This *Bulletin* covers a question of considerable legislative and judicial interest, although the number of workers involved is relatively small. Recent court decisions and a section of the Labor Management Relations Act, 1947, are concerned with the position of plant-protection employees with respect to their right of collective bargaining. The question was particularly significant during the war but remains as an important question in labor-management relations for a small but significant group of workers in any plant. Since plant-protection employees seem to fall in a different category from production workers in their relationships with management, a definition of their rights under the National Labor Relations Act and the Labor Management Relations Act, 1947, has continuing and substantial interest to the representatives of both labor unions and management.

The analysis by Dr. Fred Witney presented here includes a broad historical survey of the question and incorporates an analysis of the effect of the Labor Management Relations Act, 1947, on their right to join unions of their own choosing. Because the question is a technical one and still rests on administrative and judicial decisions, references to the major sources are included. Those interested in analyzing the technical aspects of this question, from the point of view of the applicability of the Labor Management Relations Act, 1947, to plant-protection employees, will find the references both comprehensive and up to date. For those with a more general interest, Dr. Witney's discussion provides a stimulating review of the question.—PHILLIPS BRADLEY

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